

# **United States District Court**

For the Northern District of California

IN THE UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

11 DIRECTV, INC., No. C-04-4711 MMC

12 Plaintiff,

## **ORDER DENYING REQUEST TO RETAIN JURISDICTION**

(Docket No. 18)

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**10** *“I am the vine, ye are the branches: he that abideth in me, and I in him, the same shall bear much fruit: for without me ye can do nothing.”*

18 Before the Court is the parties' stipulation, filed July 8, 2005, by which the parties  
19 request that the Court retain jurisdiction over the instant action to enforce the terms of the  
20 parties' settlement agreement ("Agreement"). In said stipulation, the parties agree that  
21 "[s]hould Defendant not timely or fully perform his obligations under the Agreement when  
22 due, the Parties consent to the continuing jurisdiction of this Court to enforce those  
23 obligations." (See Stipulation at 1-2.) The parties further agree to reference of the matter  
24 to a Magistrate Judge "for the purpose of enforcing those obligations of the Agreement."  
25 (See *id.* at 2.)

26 Despite the parties' agreement in their Stipulation that the Court retain  
27 jurisdiction to enforce the obligations of the Agreement, the Agreement itself provides that  
28 "any claim, controversy or dispute of any kind between the Parties" that "arises from or

1 relates to" the Agreement "will be resolved exclusively and finally by arbitration under the  
2 Rules of the American Arbitration Association." (See Burke Decl. ¶ 3 and Ex. A ¶¶ 14.1  
3 and 14.2.)

4 Accordingly, there is nothing for the Court to enforce, and the Court hereby DENIES  
5 the parties' stipulation for retention of jurisdiction over the instant action.

6 This order terminates Docket No. 18.

7 **IT IS SO ORDERED.**

8 Dated: July 12, 2005

/s/ Maxine M. Chesney  
MAXINE M. CHESNEY  
United States District Judge

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